

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**DANIEL KARON**, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

**MY FINANCIAL SOLUTIONS LLC**, a  
California limited liability company,

*Defendant.*

Case No. : 1:18-cv-01000-DCN

**NOTICE OF VOLUNTARY  
DISMISSAL PURSUANT TO  
FED. R. CIV. P. 41(a)(1)(A)(i)**

Pursuant to a Settlement Agreement and Mutual Release reached by and between the Parties, Plaintiff Daniel Karon (“Plaintiff”), hereby gives notice that the above captioned action is voluntarily dismissed pursuant to F.R.C.P. 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure, with prejudice as to the claims of Plaintiff and without prejudice as to the claims of the unidentified putative class members, if any.

Federal Rule of Civil Procedure 41(a)(1) provides, in relevant part:

(a) Voluntary Dismissal.

**(1) By the Plaintiff.**

(A) *Without a Court Order.* Subject to Rules 23(e), 23.1(c), 23.2 and 66 and any applicable federal statute, the plaintiff may dismiss an action without a court order by filing:

(i) a notice of dismissal before the opposing party serves either an answer or a motion for summary judgment; or

(ii) a stipulation of dismissal signed by all parties who have appeared.

(B) *Effect.* Unless the notice or stipulation states otherwise, the dismissal is

without prejudice. But if the plaintiff previously dismissed any federal- or state-court action based on or including the same claim, a notice of dismissal operates as an adjudication on the merits.

The Defendant has not served an answer or a motion for summary judgment, no class has yet been certified in this matter, and the dismissal of the claims of the putative Class is without prejudice. Therefore, F.R.C.P. 23's exceptions do not apply. Likewise, this case does not involve any Receiver so as to implicate F.R.C.P. 66. Thus, no order is necessary from the Court.

The parties are to bear their own respective attorneys' fees and costs, as provided in the Settlement Agreement and Mutual Release.

Respectfully Submitted,

**DANIEL KARON**, individually and on  
behalf of a Class of similarly situated  
individuals

Dated: May 30, 2018

By: /s/Adam T. Savett  
One of Plaintiff's Attorneys

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Attorneys for Plaintiff and the Putative Class

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on May 30, 2018, I served the above and foregoing papers by causing such papers to be filed with the Court using the Court's electronic filing system, which will send copies of such papers to all counsel of record. A courtesy copy was also emailed to counsel for the Defendant.

/s/ Adam T. Savett